

EXHIBIT A

FILED

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KING COUNTY
SUPERIOR COURT CLERK
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CASE NUMBER: 18-2-00250-8 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

KOKANEE RIVER TRANSFORM LLC;
CAROLINE GRAY; and ANDREW
WALLACE,

Plaintiffs,

vs.

SAFECO INSURANCE COMPANY OF
AMERICA,

Defendant.

No.

COMPLAINT

I. PARTIES

1.1 Plaintiff Kokanee River Transform LLC ("Kokanee") is a Washington limited liability company owned by its two members Caroline Gray and Andrew Wallace.

1.2 Plaintiffs Caroline Gray and Andrew Wallace reside in King County and are owners and officers of Kokanee.

1.3 Defendant Safeco Insurance Company of America ("Safeco") issued policy number OH1909422 to plaintiffs, said policy being a commercial general liability policy insuring the plaintiffs against damage to property.

COMPLAINT - 1

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II. VENUE AND JURISDICTION

2.1 The King County Superior Court has jurisdiction over this matter pursuant to RCW 2.08.010.

2.2 Venue is proper pursuant to RCW Ch. 4.12 and 48.05.220.

III. CLAIMS

3.1 On 07/07/2016, plaintiffs sustained water damage to their property, a fourplex multi-family home consisting of four separate attached units located at 1815 E. Thomas Street, Seattle, Washington 98112 (hereinafter, "property") as a proximate result of the negligent acts and/or omissions of C&R Boger Construction, Inc. ("C&R").

3.2 The amount of property damage sustained by plaintiffs was \$242,176.82.

3.3 Plaintiffs submitted a claim to Safeco in the amount of \$242,176.82.

3.4 Safeco partially paid plaintiffs in the amount of \$18,599.56.

3.5 Safeco are obligated under the terms of Safeco Policy No. OH1909422 to fully compensate plaintiffs for the costs of repair, restoration and/or replacement of damage to their property together with compensation for plaintiffs' loss of use of their property.

3.6 On 11/20/2017, Safeco advised plaintiffs to present their claims to C&R's insurance carrier rather than submitting the claim to Safeco. But this is not how it works. The plaintiffs are insured under Policy No. OH1909422 issued by defendant Safeco. The plaintiffs are not an insured under an insurance policy, if such one exists, issued by some other insurance company to C&R.

3.7 Safeco unreasonably denied plaintiffs' claim in violation of RCW 48.30.015 and other laws.

3.8 Safeco breached its obligation of good faith and fair dealing under RCW 48.01.010 and WAC 284-30 *et seq.* causing damages to plaintiffs.

1 3.9 Safeco negligently investigated and handled the claims and damages in this
2 matter, which has proximately caused damages to plaintiffs.

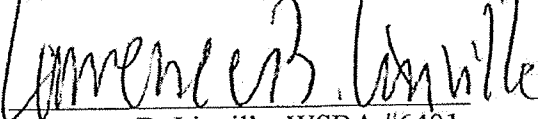
3 3.10 Safeco is estopped from denying coverage to plaintiffs because of its breach of
4 contractual obligations, bad faith, negligence and breach of fiduciary obligations to plaintiffs.

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6 **IV. REQUEST FOR RELIEF**

7 Plaintiffs request the court to enter judgment in favor of plaintiffs and against Safeco
8 in the amount to be determined at the time of trial, together with taxable costs, prejudgment
9 interest, and reasonable attorney fees.

10 Dated this 27th day of December 2017

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12 LINVILLE LAW FIRM PLLC

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14 Lawrence B. Linville, WSBA #6401
15 Attorneys for Plaintiffs
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